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LATHAM & WATKINS^{LLP}

August 16, 2004

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AUG 19 2004

Federal Communications Commission
Office of the Secretary

Federal Communications Commission
445 12th Street SW
Washington DC 20554

WT Docket 03-263
File # 0001546977

Re: Omnibus Agreement Among Cricket Communications, et al. and FCC

Ladies and Gentlemen:

We have acted as special counsel to Cricket Holdings Dayton, Inc., Cricket Licensee (Denver), Inc., Cricket Licensee (Lakeland), Inc., Cricket Licensee (North Carolina), Inc., Cricket Licensee XIV, Inc., Cricket Licensee XV, Inc., Cricket Licensee XVI, Inc., Cricket Licensee XVII, Inc., Cricket Licensee XVIII, Inc., Cricket Licensee XIX, Inc., Cricket Licensee XX, Inc., and Cricket Communications, Inc., each a Delaware corporation (collectively, the "Borrowers"), in connection with that certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses dated August 3, 2004 (the "Omnibus Agreement") by and among the Borrowers and the Federal Communications Commission, an independent regulatory agency of the United States (the "FCC"), and the other Restructuring Agreements (as defined below).

This letter is furnished pursuant to Section 2 of the Omnibus Agreement. Capitalized terms defined in the Omnibus Agreement, used herein and not otherwise defined herein, shall have the meanings given them in the Omnibus Agreement.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter, except where a specified fact confirmation procedure is stated to have been performed (in which case we have with your consent performed the stated procedure), and except where a statement is qualified as to knowledge or awareness (in which case we have with your consent made no or limited inquiry as specified below). We have examined, among other things, the following:

- (a) The Omnibus Agreement;
- (b) Each of the amended and restated promissory notes severally executed by the respective Borrowers each with a stated effective date of August 16,

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2004 (each an "Amended and Restated Note" and collectively the "Amended and Restated Notes");

- (c) Each of the security agreements identified as a "Security Agreement" on Schedule B of the Omnibus Agreement (collectively the "Original Security Agreements"); and
- (d) Each of the assignment agreements identified as an "Assignment and Assumption of Installment Payment Plan Note and Security Agreement" on Schedule B of the Omnibus Agreement (collectively the "Assignment Agreements," and together with the Original Security Agreements, the "Security Agreements").

The documents described in subsections (a) - (b) above are referred to herein collectively as the "Restructuring Agreements." The documents described in subsections (a) - (d) above are referred to herein collectively as the "Subject Agreements." As used in this letter, the "DC UCC" shall mean the Uniform Commercial Code as now in effect in Washington, DC.

With your consent, we have relied upon the foregoing, including the representations and warranties of the Borrowers in the Restructuring Agreements. We have not independently verified such factual matters. Except as otherwise expressly indicated, we have not undertaken any independent investigation to determine the accuracy of any such statement.

We are opining herein as to the effect on the subject transaction only of the internal laws of the District of Columbia except with respect to our opinions in paragraph 3 of this letter (as they relate to the Delaware UCC), we are opining as to the effect on the subject transaction only of the Delaware UCC and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or the laws of any other local agencies within any jurisdiction. With your permission, we have based our opinion set forth in paragraph 3 exclusively upon our review of Article 9 of the Uniform Commercial Code of the State of Delaware as set forth in the CCH Secured Transactions Guide, as supplemented through June 30, 2004 (without regard to judicial interpretations thereof or any regulations promulgated thereunder or any other laws of the State of Delaware), and referred to herein as the "Delaware UCC." We call to your attention that we are not licensed to practice in the State of Delaware. We express no opinion as to the Communications Act of 1934 or its effect on the opinions expressed herein.

Our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to borrowers in secured loan transactions, provided that no opinion is expressed as to securities laws, tax laws, antitrust or trade regulation laws, insolvency or fraudulent transfer laws, antifraud laws, pension or employee benefit laws, compliance with fiduciary duty requirements, environmental laws, or other laws excluded by customary practice. We express no opinion as to any state or federal laws or regulations applicable to the subject transactions because of the legal or regulatory status or nature or extent of the business of any parties to the Restructuring Agreements or of any of their affiliates.

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Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. We call to your attention that the Restructuring Agreements each contain governing law clauses selecting the federal law of the United States as the governing law. For purposes of this opinion, however, you have asked us to assume that a court would apply the internal law of the District of Columbia as the law governing each of the Restructuring Agreements. We are of the opinion that under the law of the District of Columbia each of the Restructuring Agreements would be legally valid, binding and enforceable against the Borrowers in accordance with its terms.
2. We call to your attention that each of the Security Agreements contains a governing law clause selecting the federal law of the United States as the governing law. For purposes of this opinion, however, you have asked us to assume that a court would apply the law of the District of Columbia as the law governing each Security Agreement. You have informed us that immediately prior to giving effect to the Restructuring Agreements, under the DC UCC the FCC would have had a valid security interest in each Borrower's rights in the Collateral (as defined in the respective Security Agreements) granted by it under the respective Security Agreements. We have not independently verified that assertion. Based upon the foregoing, we are of the opinion that: (a) the Restructuring Agreements would not, of themselves, adversely affect the validity under the DC UCC of the FCC's security interest in the UCC Collateral (as hereinafter defined); and (b) after giving effect to the Restructuring Agreements, the FCC's security interest in the UCC Collateral granted by each Borrower under the applicable Security Agreement would continue to be a valid security interest under Article 9 of the DC UCC to the same extent that it would have been a valid security interest immediately before the effectiveness of the Restructuring Agreement, and such security interest would secure the Amended and Restated Note of such Borrower.
3. You have informed us that immediately prior to giving effect to the Restructuring Agreements, the FCC had a perfected security interest in the UCC Collateral under Article 9 of the Delaware UCC by virtue of the filing of an appropriate financing statement against each Borrower in the Office of the Secretary of State of the State of Delaware (the "Filing Office") which financing statements collectively name the Borrowers as debtor, the FCC as secured party and contain a legally sufficient description of the UCC Collateral. We have not reviewed the financing statements and we have not independently verified that assertion. Based upon the foregoing, we are of the opinion that: (a) the Restructuring Agreements do not, of themselves, adversely affect the perfection under Article 9 of the Delaware UCC of the FCC's security interest in that part of the UCC Collateral in which the FCC had a perfected security interest immediately before the execution of the Restructuring Agreements under Article 9 of the Delaware UCC solely by virtue of filing such financing statements in the Filing Office; and (b) after giving effect to the Restructuring Agreements, the FCC's security interest in the UCC Collateral will continue to be a perfected security interest under Article 9 of the

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Delaware UCC to the same extent that it was a perfected security interest immediately before the effectiveness of the Restructuring Agreements.

As used herein, the term "UCC Collateral" shall mean, with respect to each Borrower, that part of the Collateral (as defined in the respective Security Agreement to which such Company is a party) in which a Borrower has rights and the FCC had a valid security interest under Article 9 of the DC UCC immediately prior to giving effect to the Restructuring Agreements.

The opinions expressed in paragraph 1 do not include any opinions with respect to the creation, validity, perfection or priority of any security interest or lien, and the opinions expressed herein do not include any opinions with respect to compliance with laws relating to permissible rates of interest. The opinions expressed herein are further subject to the following limitations, qualifications and exceptions:

(b) the effects of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights or remedies of creditors;

(c) the effects of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; and

(d) we express no opinion with respect to the enforceability of (i) consents to, or restrictions upon, judicial relief or jurisdiction or venue; (ii) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights; (iii) provisions for exclusivity, election or cumulation of rights or remedies; (iv) restrictions upon non-written modifications and waivers; (v) provisions authorizing or validating conclusive or discretionary determinations; (vi) grants of setoff rights; (vii) provisions to the effect that a guarantor is liable as a primary obligor, and not as a surety; (viii) provisions for the payment of attorneys' fees where such payment is contrary to law or public policy; (ix) proxies, powers and trusts; (x) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property; and (xi) provisions for liquidated damages, default interest, late charges, monetary penalties, prepayment or make-whole premiums or other economic remedies.

The opinions set forth above are also subject to (i) the unenforceability of contractual provisions waiving or varying the rules listed in Section 9-602 of the DC or Delaware UCC, (ii) the unenforceability under certain circumstances of contractual provisions respecting self-help or summary remedies without notice of or opportunity for hearing or correction, (iii) the effect of provisions of the DC or Delaware UCC, which require a secured party, to act in good faith and in a commercially reasonable manner, and (iv) the effect of Sections 9-406, 9-407, 9-408 or 9-409 of the DC or Delaware UCC on any provision of any Loan Document that purports to prohibit, restrict, require consent for or otherwise condition the assignment of rights under such Loan Document.

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Our opinions in paragraph 2 above are limited to Article 9 of the DC UCC, and our opinions in paragraph 3 above are limited to Article 9 of the Delaware UCC, and therefore those opinion paragraphs, among other things, do not address collateral of a type not subject to, or excluded from the coverage of, Article 9, as the case may be, of the DC UCC or the Delaware UCC. Additionally,

- (i) We express no opinion with respect to:
 - (a) the priority of any security interest or lien;
 - (b) any agricultural lien or any collateral that consists of letter-of-credit rights, commercial tort claims, goods covered by a certificate of title, claims against any government or governmental agency, consumer goods, crops growing or to be grown, timber to be cut, goods which are or are to become fixtures, or as-extracted collateral.
- (ii) We assume the descriptions of collateral contained in, or attached as schedules to, the Restructuring Agreements, the Security Agreements or financing statements filed with the Filing Office sufficiently describe the collateral intended to be covered by the Restructuring Agreements, and we express no opinion as to whether the phrases "all personal property" or "all assets" or similarly general phrases would be sufficient to create a valid security interest in the collateral or particular item or items of collateral.
- (iii) We have assumed that the Borrowers have, or with respect to after-acquired property will have, rights in the collateral or the power to transfer rights in the collateral, and that value has been given, and we express no opinion as to the nature or extent of the Borrowers' rights in any of the collateral and we note that with respect to any after-acquired property, the security interest will not attach until the Borrower acquires such rights or power.
- (iv) We call to your attention the fact that the perfection of a security interest in "proceeds" (as defined in the DC UCC and the Delaware UCC) of collateral is governed and restricted by Sections 9-315 of the DC UCC and of the Delaware UCC.
- (v) We express no opinion regarding the effect of any security interest perfected prior to July 1, 2001 under the UCC or outside the UCC.
- (vi) Section 552 of the federal Bankruptcy Code limits the extent to which property acquired by a debtor after the commencement of a case under the federal Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.
- (vii) We express no opinion with respect to any property subject to a statute, regulation or treaty of the United States whose requirements for a security interest's obtaining priority over the rights of a lien creditor with respect to the property preempt Section 9-310(a) of the Delaware UCC.

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(viii) We express no opinion with respect to any goods which are accessions to, or commingled or processed with, other goods to the extent that the security interest is limited by Section 9-335 or 9-336 of the UCC.

(ix) We have assumed that there are no effective agreements prohibiting, restricting or conditioning the assignment of any portion of the collateral and that any conditions for the assignment thereof have been complied with.

With your consent, we have assumed for purposes of this opinion that: all parties to the Subject Agreements have complied with any applicable requirement to file returns and pay taxes under the Franchise Tax Law of the State of California; all parties to the Subject Agreements are duly organized, validly existing and in good standing under the laws of their respective jurisdictions of organization; all parties to the Subject Agreements have the requisite power and authority to execute and deliver the Subject Agreements and to perform their respective obligations under the Subject Agreements to which they are a party; the Restructuring Agreements to which such parties are a party have been duly authorized, executed and delivered by such parties; and the Subject Agreements (other than with respect to the Borrowers, the Restructuring Agreements) to which such parties are a party constitute their legally valid and binding obligations, enforceable against them in accordance with their terms.

This letter is furnished only to you and is solely for your benefit in connection with the transactions covered hereby. This letter may not be relied upon by you for any other purpose, or furnished to, assigned to, quoted to or relied upon by any other person, firm or entity for any purpose, without our prior written consent, which may be granted or withheld in our discretion.

Very truly yours,

Latham & Watkins LLP